

# **EXHIBIT N**

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

USPS® ARTICLE NUMBER

Certified Mail Fee	\$	4.15
Return Receipt (Hardcopy)	\$	0.00
Return Receipt (Electronic)	\$	2.10
Certified Mail Restricted Delivery	\$	0.00
Postage	\$	0.60
Total Postage and Fees	\$	6.85

Postmark  
Here

**Sent to:**

Bighorn Construction and Reclamation L.L.C  
Attn: Cord Johnson  
777 Main Street  
Suite 2800  
Fort Worth, TX 76102

Reference Information

cm# 546046.14 (ls,cd)

02/09/2023

**U.S. Postal Service®**  
**CERTIFIED MAIL® RECEIPT**  
*Domestic Mail Only*

USPS® ARTICLE NUMBER

9314 8699 0430 0104 2644 01

Certified Mail Fee	\$	
Return Receipt (Hardcopy)	\$	4.15
Return Receipt (Electronic)	\$	0.00
Certified Mail Restricted Delivery	\$	2.10
Postage	\$	0.00
Total Postage and Fees	\$	0.60
Sent to:		6.85



Cord Henry Johnson  
680 McClendon Walker Rd.  
Aledo, TX 76008

Reference Information

cm# 546046.14 (ls,cd)

02/09/2023

**U.S. Postal Service®  
CERTIFIED MAIL® RECEIPT**

*Domestic Mail Only*

**USPS® ARTICLE NUMBER**

9314 8699 0430 0104 2643 40	
Certified Mail Fee	\$ 4.15
Return Receipt (Hardcopy)	\$ 0.00
Return Receipt (Electronic)	\$ 2.10
Certified Mail Restricted Delivery	\$ 0.00
Postage	\$ 0.60
Total Postage and Fees	\$ 6.85

**Sent to:**

Cole Wayne Johnson  
1301 Old Tin Top Rd.  
Weatherford, TX 76087

**Reference Information**

cm# 546046.14 (ls,cd)

02/09/2023

PS Form 3800, Facsimile, July 2015



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**Sent to:** 6.85

Bridgelink Engineering, LLC  
Attn: Cord Johnson  
777 Main Street  
Suite 2800  
Fort Worth, TX 76102

Reference Information

cm# 546046.14 (ls,cd)

02/09/2023

**U.S. Postal Service®**  
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USPS® ARTICLE NUMBER

9314 8699 0430 0104 2645 79	
Certified Mail Fee	\$ 4.15
Return Receipt (Hardcopy)	\$ 0.00
Return Receipt (Electronic)	\$ 2.10
Certified Mail Restricted Delivery	\$ 0.00
Postage	\$ 0.60
Total Postage and Fees	\$ 6.85

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**Sent to:**

Bighorn Sand & Gravel LLC  
Attn: Cord Johnson  
777 Main Street  
Suite 2800  
Fort Worth, TX 76102

Reference Information

cm# 546046.14 (ls,cd)

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USPS® ARTICLE NUMBER

9314 8699 0430 0104 2646 30	
Certified Mail Fee	\$ 4.15
Return Receipt (Hardcopy)	\$ 0.00
Return Receipt (Electronic)	\$ 2.10
Certified Mail Restricted Delivery	\$ 0.00
Postage	\$ 0.60
Total Postage and Fees	\$ 6.85

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**Sent to:**

Bighorn Investments and Properties, LLC  
Attn: Cord Johnson  
777 Main Street  
Suite 2800  
Fort Worth, TX 76102

Reference Information

cm# 546046.14 (ls,cd)

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Attn: Cord Johnson  
777 Main Street  
Suite 2800  
Fort Worth, TX 76102

Reference Information

cm# 546046.14 (ls,cd)

02/09/2023





February 8, 2023

**By Certified Mail CRR, Regular Mail  
and Email**

BRIDGELINK ENGINEERING, LLC  
777 Main Street, Suite 2800  
Fort Worth, TX 76102  
Attention: Cord Johnson  
cole@bcrcompanies.com

COLE WAYNE JOHNSON  
1301 Old Tin Top Rd.  
Weatherford, Texas 76087  
cole@bcrcompanies.com

CORD HENRY JOHNSON  
680 McClendon Walker Rd.  
Aledo, Texas 76008  
Cord@bcrcompanies.com

Re: Credit Agreement dated August 6, 2021 by and among BRIDGELINK ENGINEERING, LLC ("Borrower"), the Lenders parties thereto (each a "Lender"), and CADENCE BANK formerly known as BancorpSouth Bank ("Administrative Agent" and a "Lender") as amended by that certain First Amendment to Credit Agreement, dated as of December 22, 2021, that certain Second Amendment to Credit Agreement ("Second Amendment") dated as of March 29, 2022, and that certain Third Amendment to Credit Agreement ("Third Amendment") dated as of July 14, 2022 (as so amended and as may from time to time be further amended, restated or otherwise modified, the "Credit Agreement"); All terms not otherwise defined shall have the meaning set forth in the Credit Agreement.

Dear Sirs:

We are writing to you in connection with the above-referenced Credit Agreement. Borrower and each Guarantor are notified that Borrower failed to make the interest payment due on December 31, 2022 as required by Section 3.1(c) of the Credit Agreement. The failure to make that payment constitutes an Event of Default under the Credit Agreement. Please be advised and notified that if such Event of Default is not cured within 5 Business Days after the date of this letter, the Administrative Agent intends to (i) increase the rate of interest under the Credit Agreement to the

Default Rate, (ii) exercise its other rights and remedies under Credit Agreement, the Guarantee Agreement and the other Loan Documents, including without limitation, the rights to accelerate the maturity of the Loans and foreclose the liens created by the Loan Documents.

Administrative Agent hereby expressly reserves all of their rights and remedies under the Loan Documents, at law and in equity.

This notice does not (A) operate as a waiver or modification of any right, remedy, power or privilege of Administrative Agent or any Lender under any of the Loan Documents or applicable law, all of which rights, remedies, powers and privileges are hereby reserved; (B) prejudice or preclude any other or further exercise of any rights, remedies, powers or privileges of Administrative Agent or any Lender under any of the Loan Documents or at law or in equity; (C) entitle you to any other notice or demand whatsoever; (D) in any way modify, impair or release any of your liabilities under or pursuant to any of the Loan Documents or any other liability that you have to Administrative Agent or any Lender; (E) waive any breach or default under the Loan Documents, whether or not known to Administrative Agent or any Lender and whether or not stated in this letter; or (F) operate as an agreement by Administrative Agent or any Lender to forbear from exercising any remedies available to them now or in the future.

Furthermore, any failure or delay by Administrative Agent or any Lender in enforcing its rights and remedies under the Loan Documents, at law or in equity, or the acceptance from time to time by Administrative Agent or any Lender of any payments or performance on account of the obligations shall not, in any way, constitute or act as (i) a rescission or waiver of any requirements under the Loan Documents, (ii) a modification of any of the Loan Documents, (iii) an accord or satisfaction with respect to the entire amount of the obligations due under the Notes and the other Loan Documents; or (iv) a course of dealing or course of conduct by Administrative Agent or any Lender.

Sincerely,

CADENCE BANK

By: 

Name: Grant Sifers

Title: Senior Vice President

cc: **By Certified Mail CRR Regular Mail  
and Email**

February 8, 2023

Page 3

**BIGHORN CONSTRUCTION AND RECLAMATION L.L.C**

777 Main Street, Suite 2800

Fort Worth, TX 76102

Attention: Cord Johnson

cole@bcrcompanies.com

**BIGHORN SAND & GRAVEL LLC**

777 Main Street, Suite 2800

Fort Worth, TX 76102

Attention: Cord Johnson

cole@bcrcompanies.com

**BIGHORN INVESTMENTS AND PROPERTIES, LLC**

777 Main Street, Suite 2800

Fort Worth, TX 76102

Attention: Cord Johnson

cole@bcrcompanies.com